

JAN 27 2020

01-22-2020

MARK L. HATCHER, CLERK
OF THE BANKRUPTCY COURT

To: Honorable Christopher Alston,
From: Jodie Hitler and Steven McNight
Re: Contractual Obligations

Judge Alston,

My wife is holder of claim # 837.

She is unwell and this affray is
making her even more ill and

unstable,

She suffer from schizophrenia,
Aspergers Syndrome and is now

advanced in age (65). She did

what she considered was prudent

in storing her property (658 oz.

troy .999 fine Ag) in a pooled
account w/ N.W.T.M.

(1)

01-22-2020

The trustee Mr. Calvert and his professionals have consistently and repeatedly failed to address their contractual obligations to her as well as the 53 (fifty-three) other storage account creditors. The fact that the issue has not been addressed in any proceeding does not mean that there is^{NOT}, in fact, a fifty ton elephant in the room. These contractual obligations are nothing other than that 50 ton elephant. The letter a copy of which I
(2)

01-22-2020

have enclosed is an acknowledgement
of just such an animal.

The storage contracts are
clearly the debtors obligations...

and my wife is not to be

ignored. She paid for a product...

it is not property of the debtor'
estate. She is sole owner

of 658 oz tr (.999 fine) Ag,
or in the corollary, the equivalent
in Au, Pd., Pt, Rh, or dollars

American as of 01-22-2020

in full market value.

The debtor's estate cannot sell,

convey, bargain, exchange

(3)

01-22-2020

or liquidate property that belongs to another. To do so is both unenforceable and exhibits nothing but 'bad faith'.

She instructed the trustee on 04-26-2016 regarding the disposition of her property. The trustee ignored her instructions and has been in breach of his contractual obligations since that time, a span of well over 1000 days. In addition to the base market value of her property entrusted to the

(4)

01-22-2020

the debtors' estate, a reasonable late fee computed at a modest ~~35⁰⁰~~ dollars (35) a day will total over thirty-five thousand (35,000) dollars. This is not unreasonable nor excessive considering the nature and extent of the harm and damages inflicted upon her self... her property... and her good faith expectations. Nor does this meager amount even begin to repair the damages to the United States Bankruptcy Court caused by Mr. Calvert... his

(5)

01-22-2020

professionals and others
who have conducted this

ongoing scheme to 'slash
and burn', ^{and rape and pillage} every step of the

way... Even Sherman's

March through Georgia was

more compassionate.

This then is an ^{intended} request for

motion to clarify the ... "commodity
contracts," issue, as well

as to be construed as an invoice

for goods in the debtors' possession

according to the schedules submitted

to the court on 04-01-2016

at docket # 1, as well as

(6)

01-22-2020

at docket nos: 220, 221, 222,
223, 224, 225, 226, 227;
all of which were filed with
this court on May, 02, 2016
incorporated herein.

In addition, I myself,
Steven McKnight have conservatively
expended three hours a week
for the past one hundred and
ninety weeks (190) for
which I require instruction in
order to receive compensation
for priority administrative
claims. Three hours weekly (3)
for one hundred ninety weeks (190)

(7)

01-22-2020

is equal to 373 hours.

As appointed quasi-judicial official
for Thurston County from 1999-2008

I am qualified as 'professional'.

An equitable rate for Administration
of this matter is one hundred
dollars an hour (100).

Therefore I now request ~~from~~
equitable compensation for time
spent in pro se duties representing
my wife Jodie Hitler. The
sum total of time worked is
373 hours. The rate is 100 dollars
per. This is a total of 37,300⁰⁰
dollars (thirty-three thousand dollars)

(8)

01-22-2020

three hundred dollars).

I am willing to forgo
any reimbursements for all
expenses to include postage,
envelopes and ordinary business
expenses.

Please advise and remit
as soon as practicable to
^{all and} quash any further interest
she, me, and we have
in Case No: 16-11767.

With all due respect,

S. McNight
Steven McNight

(q)

Addendum to letter of 01-22-2020

RE: AFF; davit

Steve McKnight

I, (herein) swear and

affirm that the foregoing expenses

were each and all reasonable

and necessary in acting for

(SMA) Jodie Hirtler, Claim 837;

Case No: 16-11767, and for

acting in her behalf administering

her interests as party to

Case No: 16-11767.

It being the 22nd day of

January, 2020 in Cherokee County

North Carolina, USA at 11:30 am,

In good faith signed by me, Steve McKnight,

S. McKnight

(1)

01-22-2020

Mr. Calvert,

It is very unfortunate that
you should take such a stance
w/ regards to my simple request
directed to you in the e-mail
of 01-13-2020.

"For much of its history, NWTM
sold precious metals in the form of...
...to the general public" Order No:
S-14-1441-17-5C01 further relevant
part is to be found at page 2,
paragraph 4 "The Commodity Transaction
Act of Washington ("the Act")
regulates the offer and sale of...,
under commodity contracts." (id)

(1)

01-22-2020

The Statement of Charges and Notice
of Intent To Enter Order To Cease
and Desist and to Impose Civil Penalties
issued by the Washington State
Department of Financial Institutions
goes on to find in relevant
part that, "A commodity
contract does not ... required (sic)
to deliver to the buyer within
28 days after the payment of good-funds..."

(id, page 2, paragraph 4 (9) line 13)

Said, "Statement of Charges...,"
goes on to clarify, "Any commodity
transaction that takes longer than

(2)

01-22-2020

28 days for delivery will fall
under the ~~Act~~ Act unless an
exemption applies." (id)

The above referenced Statement
of Charges and Notice... makes
perfectly clear that the Storage
customers are each and all
separate and distinct from
the other bollion customers in
that the nature of the relationship
between the seller (N.W.T.M) and
the buyer (in this instance, I,
Jodie Hirtler) is one wherein
the delivery of such physical
items are not required to be

(3)

01-22-2020

delivered within the 28 day
requirement of the Act.

In this ~~for~~ instance, the
offer and sale of... precious
metals... constitutes the offer
and/or sale of a 1.) commodity;
2.) commodity contract; OR 3.)
commodity option... in the state
of Washington as defined in RCW
21.30.070(10), (11), (14), (15). There
are no relevant exemptions.

Therefore, Mr. Calvert, pursuant
to RCW 21.30.070 in your
role as trustee, and all employees
of the debtor estate, (the trustees'
(4)

01-22-2020

professionals'), are liable
for any violations of the Act
with regards to the offer and/or
sale of 6 items defined in the
Commodities Transaction Act., i.e.,
1.) commodities; 2.) commodity
options; 3.) commodity contracts.

The bizarre and capricious
pseudo-legal theories propounded
in your e-mail to me are neither
persuasive nor valuable.

Mr Calvert, you and your
professionals have made, and
continue to make untrue
statements of material fact

(5)

01-22-2020

and/or omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

To be clear, our claim is not one held on any sort of unfulfilled purchase order. Accordingly

11 USC 766 (b), (c), (h-2), and,

11 USC 765 (a), (1), (2); "...the

trustee shall ... comply with any instructions from a customer regarding such customers desired disposition

of any commodities contract... (id)

and, "in priority to any other claims." (id)

(6)

01-22-2020

The regulations could not be more clear. Priority is given due to the fact that the physical items underlying the commodity contracts are extremely volatile in nature. In relevant part, "The automatic stay does not apply to commodity, security, and futures contracts". (id)

Shall means it is mandatory that the action be done. Shall means it is a mandate and it is not merely a suggestion.

Therefore my directive to

you in the E-mail of January

(7)

01-22-2020

13, 2020, directing the options
(two) for the disposition of
~~my~~ estate assets, remains
fully and completely in effect
until such time as you or
your assignees receive further
additional instructions. You
are illegally depriving me of
what is not an asset of the
debtors estate. Those goods...
or the funds purchasing said, --
are my property and I,
Jodie Hertler, am sole owner
as evidenced by both the
Bullion Agreement and
(8)

01-22-2020

Sales Acknowledgment
purchase order numbered 106388,
Sept 10, 2015, for 458 troy ounces
of Ag (.999), and, Sales Order
Acknowledgment No: 114186; 8 Nov.
09, 2015, for 200 troy ounces of Ag
.999), and as well, Sales Order
Acknowledgment No: 106391,
of Sept 10, 2015, for 01 (one)
silver 1 oz troy Stagecoach Bar ~~xx~~
(.999 Ag). This then is
you invoice for 659 ounces troy
(.999 Ag), or in the alternative
the equivalent in ~~soft~~ United States
dollars paid directly to my

(9)

01-22-2020

banking and savings institution
at Wells Fargo Bank, account
and routing to be given
at your indication... This
is your itemized invoice...
please remit at your earliest
convenience but no later than
10 days. due now.
With all respect due

Jodie Hitler

Jodie Hitler 1/22/2020

(10)

01-22-2020

Addendum to letter
dated 01-22-2020

Mr Calvert,

In addition, It is important
for me to simply note that had

you, your professionals, or the
debtors estate, ~~had~~ honored my
directive

~~A request~~ communicated to you on

04-26-2020 the debtors estate

would have preserved the value

of the estate an estimated

two thousand dollars (\$2000~~00~~).

This very instance further exemplifies

your lack of any fiduciary duty

to both the debtors estate, and,

the creditors thereof whether

(1)

01-22-2020

secured or unsecured, priority
notwithstanding as well as all
vendors, and holders' of executory
contract of whatever nature or
detail.

The record is perfectly clear.
The facts are the facts, This is your invoice.

Please remit at once.
With all respect due,

Jodie Hirtler

Jodie S Hirtler 1/22/2020

(2)